

United States Department of Agriculture  
Animal Plant Health Inspection Service

# WS Directive

4.103 7/14/98

## ALTERNATIVE WORKPLACE

### 1. PURPOSE

To set forth requirements for establishing an alternative workplace for WS employees.

### 2. POLICY

It is WS policy to provide for an alternative workplace in accordance with Federal, Departmental, and Agency regulations in a manner which promotes the efficiency of the program, does not impact customer service and is fair and equitable to the employees. Cooperative employees managed under non-Federal personnel systems are subject to duty station requirements as established by those systems.

### 3. BACKGROUND

Flexiplace (alternative workplace) is a flexible workplace wherein an employee is allowed to work away from the traditional workplace, either at home, or at an approved alternative location. Only WS employees on full-time permanent status with a superior or better performance rating will have an opportunity to request Flexiplace. Flexiplace is only authorized within the local commuting area. Each request will be evaluated on a case-by-case basis. Evaluations for Flexiplace will consider office critical mass, performance, impacts on customer service, program needs, duties and responsibilities of the position, medical disabilities or recoveries, and personal/family responsibilities. Medical disabilities or recoveries must be accompanied by a physician statement documenting the medical condition and options for accommodation. Critical mass constitutes having at least one individual available to answer the telephone or greet customers and one staff position. Flexiplace will not be used as a substitute for child or adult care. If there are children or adults requiring care at the Flexiplace location, then an adult other than the employee must be on the premises to provide child or adult care.

**The following definitions will apply regarding Flexiplace -alternative workplace:**

(1) **Local Commuting Area** -the distance that employees can reasonably be expected to travel on a daily basis to and from their traditional workplace.

(2) **Official Duty Station** -the limits of the official duty station will be the corporate limits of the city or town in which the employee is stationed. If the employee is not stationed in an incorporated city or town, the official duty station is the reservation, station, or established area, or, in the case of large reservations, the established subdivision thereof.

(3) **Traditional Workplace** -that facility at which the primary duties of the position would normally be carried out.

### 4. RESPONSIBILITIES

Should an employee be approved for Flexiplace, the attached agreement be signed by the employee and the supervisor (e.g., State Director, Project Leader, Manager) with concurrence from the appropriate Director (e.g., Regional Director, NWRC Director) outlining the guidelines for the Flexiplace Program (Attachment 1). The agreement (Attachment 1) must be signed at least annually. A minimum of 50% of the employee's time per week ~ be spent at the traditional workplace, unless a medical disability or recovery precludes work at the traditional workplace. When working at an alternative workplace, individuals must be available by telephone during designated working hours. An answering machine cannot be substituted for telephone availability. A schedule of availability and phone numbers will be made available to the supervisor for posting or distribution. Meetings with the Flexiplace employee will be held at a Government-owned or leased facility.

#### 5. INQUIRIES

Inquiries on hours of duty and on time and attendance reporting should first be directed to the respective State Office. If needed, further guidance may be obtained by contacting the Flexiplace Specialist, Employment and Classification Policy, Human Resources, APHIS Business Services, Riverdale, Maryland, (301) 734-5579.

#### 6. REFERENCES

Office of Personnel Management Memorandum, Alternative Workplace Arrangements {10/21/93}  
President's Council on Management Improvement, Guidelines for Pilot Flexible Workplace Arrangements {01/02/90}



Deputy Administrator

**Attachment 1**  
**WS Directive 4.103 7/14/98**

#### FLEXIPLACE WORK AGREEMENT

The following constitutes an agreement between:

U.S. Department of Agriculture, Animal Plant Health Inspection Service (APHIS), Wildlife Services (WS) and (Employee) \_\_\_\_\_ of the terms and conditions of the Flexiplace Work Agreement

1. Employee volunteers to participate in the Flexiplace Program and to adhere to the applicable guidelines and policies. Agency concurs with employee participation and agrees to adhere to the applicable guidelines and policies.

2. Employee agrees to participate in the Flexiplace program for a period not to exceed one year, beginning \_\_\_\_\_ and ending \_\_\_\_\_.

3. Employee's official tour of duty must be scheduled between 6:00 a.m. and 6:00 p.m., Monday through Friday and include a minimum 30-minute non-compensated lunch which must be scheduled

between 11:00 a.m. and 2:00 p.m. The minimum core time band will be from 9:00 a.m. to 3:00 p.m. Tuesday through Thursday.

Tour of duty - Work day start time\_\_\_\_\_and work day end time\_\_\_\_\_.  
Lunch time start\_\_\_\_\_and lunch time end\_\_\_\_\_.

Days of the week to be spent at:

Traditional Office:\_\_\_\_\_.

Alternative Office:\_\_\_\_\_.

4. Employee's traditional workplace is:\_\_\_\_\_.

The Flexiplace -alternative workplace (the location in which the employee is designated to work while not at the traditional workplace) is:\_\_\_\_\_and phone number is:\_\_\_\_\_.

Describe the designated work area in detail:\_\_\_\_\_.

All pay, special salary rate, leave, and travel entitlements will be based on the employee's official duty station.

5. Employee's timekeeper will have a copy of the employee's Flexiplace schedule. Employee's Time and Attendance will be recorded as performing official duties at the official duty station.

6. Employees must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, the employee agrees to follow established procedures for requesting and obtaining approval of leave.

7. Employee will continue to work in pay status while working at his/her residence. If employee works overtime that has been ordered and approved in advance, he/she will be compensated in accordance with applicable law, regulation, and OPM guidance. The employee understands that the supervisor will not accept the results of unapproved overtime work and will act vigorously to discourage it. By signing this form employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from the Flexiplace program or other appropriate action.

8. If the employee is authorized to borrow Government equipment, the employee will protect the Government's equipment in accordance with the procedures established in FIRMR Bulletin 30, October 15, 1985. Government owned equipment will be serviced and maintained by the Government. If employee provides their own equipment, he/she is responsible for servicing and maintaining it.

9. Provided the employee is given at least 24 hours advance notice, the employee agrees to permit periodic home inspections by the Government of the employee's home work site at periodic intervals during the employee's normal working hours. The inspections are to ensure proper maintenance of Government owned property and work site conformance with safety standards and other specifications in these guidelines.

Any accident or injury occurring at the alternative workplace during scheduled work hours must be brought to the immediate attention of the supervisor. The supervisor will investigate all reports immediately following notification.

10. The Government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using Government equipment in the employee's residence, except to the extent the Government is held liable by the Federal Tort Claims Act or claims arising under the Military Personnel and Civilian Employees Claims Act.

11. The Government will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the employee's residence. By participating in the Flexiplace Program, the employee does not relinquish any

entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and implementing regulations.

12. Employee is covered under Federal Employee's Compensation Act if injured in the course of actually performing official duties at the traditional workplace or alternative workplace.

13. Employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.

14. Employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards stated in the employee's performance plan.

15. Employee's job performance will be evaluated on criteria and milestones determined by the supervisor.

16. The evaluation of the employee's job performance will be based on norms or other criteria derived from past performance, occupational standards, and/or other standards consistent with the guidelines. For those assignments without precedent or without standards, regular, and required progress reporting by the employee will be used by the supervisor to rate job performance and establish standards.

17. Employee's most recent performance rating of record must be superior or better.

18. Employee's current performance plan contains performance standards which cover work completed at the office (traditional workplace) and work completed at the employee's residence (alternative workplace).

19. Employee will apply approved safeguards to protect Government/agency records from unauthorized disclosure or damage and will comply with the Privacy Act set forth in the Privacy Act of 1974, Public Law 93-579, codified at Section 552a, Title 5 U.S.C.

20. Employee may terminate participation in the Flexiplace program at any time. Management has the right to remove the employee from the Flexiplace program if the employee's performance declines or if the project fails to benefit organizational needs. Participation in the Flexiplace program is voluntary, therefore, removal from the program is not grievable.

21. Employee agrees to limit his/her performance of his/her officially assigned duties to his/her official duty station or to agency approved Flexiplace. Flexiplace will not be used as a substitute for child or adult care. Failure to comply with this provision may result in loss of pay, termination of the Flexiplace arrangement, and/or other appropriate disciplinary action.

Employee\_\_\_\_\_ . Date\_\_\_\_\_ .

Supervisor\_\_\_\_\_ . Date\_\_\_\_\_ .

Director\_\_\_\_\_ . Date\_\_\_\_\_ .